

**RESOLUTION NO 2018 1b**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE  
VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING  
THE INDIVIDUAL PROJECT ORDER FOR  
PROFESSIONAL ENGINEERING SERVICES PROVIDING  
FOR AUTHORIZATION OF SERVICES, PROVIDING  
FOR IMPLEMENTATION, AND PROVIDING FOR AN  
EFFECTIVE DATE**

**WHEREAS** the Village of Key Biscayne ( Village ) issued Request for Qualifications No 2017 06 07 ( RFQ ) for professional engineering services ( Services ) for the Village wide undergrounding of utilities ( Project ) and

**WHEREAS**, pursuant to Village Manager s evaluation of the RFQ responses the top three rated respondents presented their qualifications to the Village Council and

**WHEREAS**, on August 30 2017 the Village Council selected Kimley Horn And Associates Inc ( Consultant ) to provide the Services and

**WHEREAS** the Village Council desires to authorize the Village Manager to execute the Master Professional Services Agreement ( Agreement ) with the Consultant attached and incorporated hereto as Exhibit A and

**WHEREAS** Consultant has provided its first individual project order proposal ( IPO ) for the first phase of the Services the Master Planning Phase attached and incorporated hereto as Exhibit B and

**WHEREAS** the Village Council approves of the IPO and authorizes the Village Manager the payment for services contained in the IPO for an amount not to exceed \$550 569 00 and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE  
VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

**Section 2. Approval.** That the Agreement attached hereto as Exhibit "A" and the first IPO, pursuant to the Agreement, attached hereto as Exhibit "B" are approved.

**Section 3. Village Manager Authorized.** That the Village Manager is hereby authorized to execute the Agreement in substantially the attached form as Exhibit "A" and authorized to execute the IPO consistent with the terms and conditions contained in the attached Exhibit "B" in an amount not to exceed \$550,569.00.

**Section 4. Implementation.** That the Village Manager is hereby authorized to take any and all action necessary to pay the services contained in the IPO for the Project and the purposes of this Resolution.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED and ADOPTED this 6<sup>th</sup> day of February, 2018.

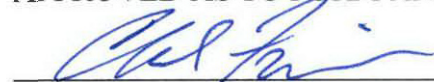
  
MAYOR MAYRA PEÑA LINDSAY

ATTEST:

  
JENNIFER MEDINA, CMC  
VILLAGE CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

  
VILLAGE ATTORNEY

**MASTER AGREEMENT BETWEEN VILLAGE OF KEY BISCAYNE AND  
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 16 day of March, 2018, by and between Village of Key Biscayne ("the Client" or "Village") and KIMLEY-HORN AND ASSOCIATES, INC ("the Consultant").

RECITALS

The Client and Kimley-Horn desire to set forth the general terms and conditions whereby Kimley-Horn, will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO").

AGREEMENT

(1) Scope of Services and Additional Services. The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). All executed IPOs shall be incorporated herein and made part of this Agreement.

(a) The Village of Key Biscayne Manager ("Village Manager"), will act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) All criteria and information of the services and work provided shall be enumerated in each IPO and mutually agreed upon, by the Client and Consultant, prior to payment becoming due and payable.

(2) Client's Responsibilities. In addition to other responsibilities described in this Agreement or imposed by law, the Client shall have the following responsibilities:

(a) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(b) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question) (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; (ii) appropriate professional interpretations of all of the foregoing, if available; (iii) environmental assessment and impact statements; (iv) property, boundary, easement, right-of-way, topographic and utility surveys; (v) property descriptions;

(vi) zoning deed and other land use restrictions and (vii) other special data or consultations all of which Consultant may use and rely upon

(c) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question)

(d) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement upon the Consultant's agreement to the Client's Access Agreement attached and incorporated herein as Exhibit A

(e) The Village may elect to examine all studies reports sketches drawings specifications proposals and other documents presented by the Consultant obtain advice of an attorney insurance counselor and other consultants as the Village deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly

(f) Furnish approvals and permits for all government authorities having jurisdiction over the Project if any and such approvals and consents from others as may be necessary for completion of the Project

(g) Provide such accounting independent cost estimating and insurance counseling services as the Client may require

(h) Attend the pre bid conference bid opening pre-construction conferences construction progress and other job related meetings and substantial completion inspections and final payment inspections

(i) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope timing or payment of Consultant's services or any defect or nonconformance in any aspect of the Project

(j) Bear all costs incidental to compliance with the requirements of this paragraph No cost or service shall be duplicative on the Village Any costs incurred or services provided by the Village shall not be paid or included in the Services provided by the Consultant No costs or services incurred or performed by the Village may be included in an IPO such cost or service shall be deemed voidable

(3) Period of Services The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and responsive progress of the Project through completion of the Consultant's Services The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control If such suspension or delay extends for

more than six months (cumulatively) the rates of compensation in the current IPO may be renegotiated if delays or extensions have been a direct result of Village requirements requests or responses

(4) Compensation for Services The Consultant's compensation shall be computed on the basis set forth in each IPO

(5) Method of Payment

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt and should include the invoice number and Kimley Horn project number. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings to secure its right to payment under this Agreement.

(b) Consultant shall deliver an invoice no more than once per month detailing the Services completed and the amount due to Consultant under the Statement for the period of time services were rendered. Fees shall be paid in arrears each month pursuant to Consultant's invoice and acceptance of the Services by the Village Manager.

(c) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

(6) Ownership and Access to Records and Audits

(a) Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or not) which relate to Services to the Client which are conceived, developed or made by Consultant during the term of this Agreement ( "Work Product" ) belong to the Client. Consultant shall promptly disclose such Work Product to the Client and perform all actions reasonably requested by the Client (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation,

assignments powers of attorney and other instruments)

(b) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement until the records are transferred to the Client.

(c) Upon request from the Client's custodian of public records, Consultant shall provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(d) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement, are and shall remain the property of the Client.

(e) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager at no cost to the Client within seven (7) days. Consultant shall certify in the form of a sworn affidavit that the documents provided are a complete and comprehensive catalog of all documents made and prepared pursuant to the performance of this Agreement, whether used or relied upon. All such records stored electronically by Consultant shall be delivered to the Client in a format that is compatible with the Client's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. The Consultant may keep a copy of any documents that were relied upon in the performance of professional services.

(f) Any compensation due to Consultant shall be withheld until all records are received as provided herein.

(g) Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Client.

Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Custodian of Records: Jennifer Duque  
Mailing address: 88 West McIntyre Street



Suite 220  
Key Biscayne, FL 33149  
Telephone number: 305-365-5506  
Email: jduque@keybiscayne.fl.gov

(7) Opinions of Cost. Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it.

(8) Termination. The Client, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the other party. The Client may terminate this Agreement immediately with cause. Upon receipt of written notice of termination from the Client, Consultant shall immediately stop work on the Project unless directed otherwise by the Village Manager, in writing. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the Project to the Village, in a hard copy and electronic format within seven (7) days from the date of the written notice of termination or the date of expiration of this Agreement.

(9) Insurance.

(a) Consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Client, naming the Client as an Additional Insured on all policies except Workers Compensation and Professional Liability, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Client, its officials, employees, agents and volunteers naming the Client as additional insured. Any insurance maintained by the Client shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 9 and may be increased by the Client as it deems necessary or prudent.

(b) Commercial General Liability coverage with limits of liability of not less than a \$2,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall

also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2 000 000 each.

(c) Workers Compensation and Employer's Liability insurance to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1 000 000 00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance with the exception of those subcontractors and agents who are exempt from Florida Workers Compensation Law by Statute.

(b) Business Automobile Liability with minimum limits of \$1 000 000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements as filed by the Insurance Service Office and must include Owned, Hired and Non Owned Vehicles.

(d) Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2 000 000 00) per occurrence single limit.

(10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(11) Limitation on Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees to the fullest extent of the law and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50 000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no



circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client or those claiming by or through the Client and nothing in this Section 11 shall require the Client to indemnify the Consultant.

(12) Mutual Waiver of Consequential Damages In no event shall either party be liable to the other for any consequential, incidental, punitive or indirect damages including but not limited to loss of income or lost profits.

(13) Certifications The Consultant shall not be required to execute certifications or third party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Conflict of Interest The Client recognizes and acknowledges that the Consultant is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the Client recognizes and acknowledges that the Consultant may presently or may in the future represent clients who are or may be doing business in or with the Village of Key Biscayne. Consultant may perform services for clients who are or may have matters before the Village Council. The Consultant may retain and represent future clients, discloses any and all clients it represents that may pose a current conflict of interest and any future matters that may pose a conflict of interest which are now or may reasonably be expected to come before the Village Council for its consideration, if and only if the Village agrees and waives possible conflict of interest in writing.

(15) Nondiscrimination During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

(16) Attorney's Fees and Waiver of Jury Trial

(a) In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

(b) In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

(17) Governing Law This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami Dade County, Florida.

(18) Hazardous Substances In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including when agreed to plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services.

(19) Construction Phase Services

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor that is not hired, contracted by, or engaged by the Consultant. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods, that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents, and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(20) No Third Party Beneficiaries, Assignment and Subcontracting Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other

party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant.

(a) The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules or market conditions. If the Consultant exercises this right, it will maintain the agreed upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees or independent subconsultants. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to each Project.

(b) Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in Village Manager's reasonable discretion.

(21) Confidentiality The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(22) Indemnification Consultant shall indemnify and hold harmless the Client, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, to the extent caused by the Consultant's negligent performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Client for all its expenses, including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement.

(23) Notices/Authorized Representatives

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand delivery, by registered or certified mail with postage prepaid, return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Client

John C. Gilbert

Village Manager  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne FL 33149

With a copy to      Stephen J Helfman Esq  
Village Attorney  
Weiss Serota Helfman Cole & Bierman P L  
2525 Ponce de Leon Blvd Suite 700  
Coral Gables Florida 33134

For The Consultant      Joshua Horning P E  
Project Manager  
Kimley Horn and Associates Inc  
1615 South Congress Avenue Suite 201  
Delray Beach FL 33445

With a copy to      Kevin Schanen P E  
Vice President  
Kimley Horn and Associates Inc  
1920 Wekiva Way Suite 200  
West Palm Beach FL 33411

(24) Miscellaneous Provisions This Agreement is to be governed by the law of the State of Florida This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties and supersede all prior and contemporaneous negotiations representations agreements or understandings whether written or oral Except as provided in Section 1 this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the Client Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof Also the non enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement

(25) IT IS AGREED THAT PURSUANT TO FLORIDA STATUTES 558.0035 INDIVIDUAL EMPLOYEES HIRED BY CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR

DAMAGES RESULTING FROM NEGLIGENCE IN PERFORMING SERVICES UNDER THIS CONTRACT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

KIMLEY-HORN AND ASSOCIATES, INC.

BY: [Signature]

ITS: VICE PRESIDENT

ATTEST: [Signature]  
ASSISTANT SECRETARY

VILLAGE:

VILLAGE OF KEY BISCAYNE, a  
Florida municipal corporation

By: [Signature]  
John C. Gilbert, Village Manager

Date Executed: 3/6/18

Attest:

[Signature]  
Jennifer Duque, Village Clerk, CMC

Approved as to Form and Legal Sufficiency:

[Signature]  
Village Attorney



INDIVIDUAL PROJECT ORDER NUMBER (FORM)

Describing a specific agreement between Kimley Horn and Associates Inc (the Consultant) and Village of Key Biscayne (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated \_\_\_\_\_ which is incorporated herein by reference

Identification of Project \_\_\_\_\_

Specific scope of basic Services \_\_\_\_\_

Additional Services if required \_\_\_\_\_

Schedule \_\_\_\_\_

Deliverables \_\_\_\_\_

Terms of compensation \_\_\_\_\_

Other special terms of Individual Project Order: \_\_\_\_\_

ACCEPTED

VILLAGE OF KEY BISCAYNE

KIMLEY HORN AND ASSOCIATES INC

BY \_\_\_\_\_

BY \_\_\_\_\_

John C. Gilbert, Village Manager \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

### Request for Information

*Please return this information with your signed contract failure to provide this information could result in delay in starting your project*

#### Client Identification

Full Legal Name of Client					
Mailing Address for Invoices					
Federal ID Number					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

#### Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

#### Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No				
Owner of Which Parcel #?				

#### Project Funding Identification – List Funding Sources for the Project


*Attach additional sheets if there are more than 4 parcels or more than 4 owners*

## EXHIBIT A

### PROPERTY ACCESS AGREEMENT

This Property Access Agreement ( Agreement ) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Village of Key Biscayne a Florida municipal corporation with an address of 88 West McIntyre Street, Key Biscayne FL 33149 ( Village ) and Kimley Horn and Associates Inc ( Consultant )

Whereas Consultant needs to access the Village s areas that will be a part of the underground utility project ( Property ) to examine the site for current underground utility services to perform surveys to conduct engineering tests and studies make test borings and carry out such other exploratory investigations and any other necessary actions to properly advise the Village for its underground utility project (collectively the Due Diligence ) as may be reasonably necessary to complete the due diligence investigations

Whereas the Village is willing to give the Consultant permission to enter the Property for the purpose of performing its Professional Services activities and

NOW THEREFORE in consideration of the foregoing certain valuable non monetary consideration and of agreements hereafter contained the Village hereby grants to Consultant a license to enter the Property subject to terms and conditions set forth herein

1 Purpose of Entry The Consultant by its duly authorized officers employees agents and duly authorized employees of it contractors and subcontractors may enter the Property at any reasonable time during the Term of this Agreement, as hereinafter described solely for the purpose of performing Due Diligence activities

2 Consultant s Responsibilities Consultant shall be responsible for all costs associated with all such activities and shall leave the Property in the condition in which Consultant or Consultant s contractors agents or representatives found it Consultant shall not permit any liens to attach to the Property by reason of the exercise of Consultant s rights hereunder All tools equipment buildings improvements and other property taken upon or placed upon the land by Consultant shall remain the property of Consultant and must be removed by Consultant prior to the expiration of this Agreement

3 Term The term of this license shall commence upon the date of execution of this Agreement and shall automatically expire up the Consultant s complete performance pursuant to the Master Professional Services Agreement ( PSA ) with the same date herein (the Term )

4 Compliance with Law Consultant shall perform Due Diligence and all other necessary actions needed to perform under the PSA at Consultant s expense and in

compliance with all applicable laws, ordinances and regulations and obtain at Consultant's own expense all permits, licenses, certificates and approvals required to perform Due Diligence activities.

5. Security of Site. The Consultant's Due Diligence activities shall include reasonable security measures, to minimize the risk of property damage or bodily injury at or in the vicinity of the site as the result of Due Diligence investigations.

6. Condition of Site. The Consultant shall repair any damage to the Property caused by performing Due Diligence activities and shall leave the site in substantially the same condition as existed when the Consultant entered the Property.

7. Insurance. The Consultant shall obtain at its own cost and expense, the insurance requirements as agreed upon in the PSA and keep in full force and effect, during the term of their access upon the Property, insurance requirements in accordance to the Insurance Exhibit attached and incorporated.

8. Village's Representation. The Village hereby represents and warrants that it is the Owner of the Property and has the right to grant the Consultant permission to enter upon the Property and perform Due Diligence activities.

9. Indemnification. The Consultant shall indemnify and hold harmless the Client, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, to the extent caused by the Consultant's negligent use, or placement, of equipment, materials, or any negligent actions of the Consultant's, that may be on the Property for performance or non-performance of any provision of this Agreement or PSA, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Client for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages to the extent such defense, investigation, judgement and/or damages were caused by the Consultant's negligent performance of this Agreement. The provisions of this section shall survive termination of this Agreement.

10. Notices. Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed to be duly given when delivered certified mail, return receipt requested, to the party entitled to such notice at their address set forth hereinabove, with a copy to:

For the Village: John C. Gilbert  
Village Manager  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, FL 33149

With a copy to        Stephen J Helfman Esq  
                             Village Attorney  
                             Weiss Serota Helfman Cole & Bierman P L  
                             2525 Ponce de Leon Blvd Suite 700  
                             Coral Gables Florida 33134

For The Consultant    Joshua Horning P E  
                             Project Manager  
                             Kimley Horn and Associates Inc  
                             1615 South Congress Avenue Suite 201  
                             Delray Beach FL 33445

With a copy to        Kevin Schanen P E  
                             Vice President  
                             Kimley Horn and Associates Inc  
                             1920 Wekiva Way Suite 200  
                             West Palm Beach FL 33411

11 Third Parties The license granted to Consultant under this Agreement is a personal privilege of Consultant and shall not be transferred or assigned except with written consent of the Village Manager and as provided in Paragraph 1 hereof Nothing in this Agreement whether express or implied is intended to relieve or discharge the obligation or liability of any third persons to either party to this Agreement nor will any provision give any third persons any right of subrogation or action over against either party to this Agreement

12 Applicable Law, Entire Agreement This Agreement shall be construed and enforced in accordance with and governed by the laws of the state of Florida The terms and conditions of this Agreement, together with the terms and provisions of all documents referred to herein constitute the full and entire Agreement between the parties affecting the rights and obligations contained herein No other agreement or understanding concerning the same has been entered into or will be recognized Neither party has made inducements nor representations to the other except as expressly stated in this Agreement No amendments or modifications of this Agreement shall have any force or effect without the written consent of both parties Venue for any proceedings pursuant to this Agreement shall be located in Miami Dade County

13 Counterparts This Agreement may be executed in counterparts and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof each counterpart shall be deemed an original but all of which together shall constitute one and the same instrument



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

VILLAGE: Village of Key Biscayne, a  
Florida municipal corporation

WITNESSES:

Ana de Varona  
NAME (print): Ana de Varona

By: [Signature]  
John C Gilbert, Village Manager

[Signature]  
NAME (print): Melissa Sotano

Attest:  
By: Jennifer Duque  
Jennifer Duque, CMC, Village Clerk

Approved as to Form and Correctness:

By: [Signature]  
Village Attorney  
Date: 3/5/18

WITNESSES:

Tamatha Colepepper  
NAME (print): Tamatha Colepepper

CONSULTANT:  
Kimely Horn and Associates, Inc. a  
Florida corporation

Nancy Carver  
NAME (print): Nancy Carver

By: [Signature]  
Name: KEVIN SCHWEN

INDIVIDUAL PROJECT ORDER NUMBER VKB-UG-01

Describing a specific agreement between KIMLEY-HORN AND ASSOCIATES, INC. (the Consultant), and VILLAGE OF KEY BISCAYNE (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated \_\_\_\_\_, which is incorporated herein by reference.

**Identification of Project:**

Village-Wide Undergrounding of Utilities Program: Master Planning

**Specific Scope of Basic Services:**

The Consultant shall complete the scope of services as outlined in Exhibit A.

**Additional Services if required:**

Any services not specifically provided for in the Exhibit A, as well as any changes in the scope requested by the Client, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

**Schedule:**

The Schedule for the project is as outlined in Exhibit B, as may be amended upon mutual agreement between the Consultant and the Client.

**Deliverables:**

The Consultant shall prepare deliverables as described and identified in Exhibit A.

**Terms of compensation:**

Kimley-Horn will perform the services in Tasks 1 through 6 contained in Exhibit A for the total lump sum fee of **\$294,016**.

Kimley-Horn will perform the services in Tasks 7 contained in Exhibit A on a labor fee plus expense basis with the maximum labor and expense fees of **\$118,727**.

Kimley-Horn will perform the services in Tasks 8 contained in Exhibit A on a labor fee plus expense basis with the maximum labor and expense fees of **\$78,693**.

Labor fees for Tasks 7 and 8 will be billed on an hourly basis according to our then-current rates. As to these tasks, subconsultant services and direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.0 times cost.


**Other special terms of Individual Project Order:**

None.

ACCEPTED:

VILLAGE OF KEY BISCAYNE

KIMLEY-HORN AND ASSOCIATES, INC.

BY:   
(signature)

John C. Glibert, Village Manager  
(Print Name and Title)

DATE: 3/6/18

BY:   
(signature)

Kevin Schanen, P.E., Vice President  
(Print Name and Title)

DATE: 3/16/18



**RE: *Village-Wide Undergrounding of Utilities Program: Master Planning***

The Kimley-Horn and Associates, Inc. team ("Kimley-Horn") is pleased to submit this proposal to the Village of Key Biscayne ("Village") for providing engineering services related to Master Planning for the Village-wide Undergrounding of Utilities Program. This will be the first of several phases of engineering services to support the Village in implementing the program. Our project understanding, scope of services, schedule, and fee follow.

**Project Understanding**

In recent years, the Village has been investigating the feasibility of relocating existing overhead utilities (electric, telephone, and cable) to an underground location to enhance the safety, reliability and aesthetics of these facilities within the Village. In August 2017, Kimley-Horn was selected to be the engineer for the Village's undergrounding program to relocate overhead utilities to an underground location.

The design and construction of the undergrounding program is anticipated to take multiple years to complete. The underground program will be broken into multiple phases that can be constructed on an annual basis. In order to balance potentially competing priorities such as cost, project duration, traffic impacts, etc. for this large-scale project, development of a Master Plan is recommended in order to evaluate these priorities ahead of any detailed design of any single undergrounding phase. The goals of the Master Planning process are as follows:

- Data collection of existing utility infrastructure and planned major construction projects
- Coordination with project stakeholders
- Public outreach to keep the community informed of project progress
- Development of a phasing and sequencing plan for new underground facilities that will serve as a guide during the detailed design phases
- Recommendations related to phasing and sequencing of concurrent infrastructure improvements
- Recommendations related to deployment of new broadband infrastructure
- Development of an opinion of schedule for the program
- Development of an opinion of cost for the program
- Development of a Transportation Management Plan
- Development of design criteria for the program
- Recommendations for project delivery methods
- Risk Assessment

The Master Plan to be developed under this scope of services will serve as a guide for the overall program. It is anticipated that the Master Plan will be completed for ultimate approval by the Village Council.

It is our understanding that the Undergrounding Utility Task Force (UUTF) appointed by Village Council will be the body that provides direction/input and feedback to Kimley-Horn on all elements of the Master Plan. Kimley-Horn will meet regularly, but not less than once a month, with the UUTF to solicit

information and provide updates on the progress of the Master Planning process. The UUTF may have other meetings with financial advisors, Kimley-Horn's Public Relations subconsultant, the Village Council, and others it wishes to involve in the Master Planning process. The UUTF will be responsible for providing Kimley-Horn with relevant information during those meetings, at other regularly set meetings, or in written format.

Based on this understanding, our detailed scope of services is provided below.

### **Scope of Services**

#### **Task 1 – Data Collection and GIS Base Mapping**

##### *1.1 – Data Collection*

Kimley-Horn will coordinate with the stakeholders listed below in order to obtain readily available information regarding the existing utility infrastructure within or near Village limits. GIS shape files will be requested and used where available. Where GIS data is not available, Kimley-Horn will request atlas drawings or similar schematic overall system drawings for the purposes of creating GIS shape files to be used during the Master Planning process.

- Village of Key Biscayne
- Miami-Dade County
- WASD
- AmeriGas
- American Traffic Solutions
- Hotwire Communications
- Florida Power and Light
- AT&T
- Comcast

Kimley-Horn will also request available information on the location and duration of proposed construction projects by these organizations that may occur within the undergrounding construction period. Meetings with these organizations for the purposes of coordinating existing utility locations and planned construction in the Village during the undergrounding period have been included in a subsequent task of this proposal.

Kimley-Horn will coordinate with FPL, AT&T, Hotwire, and Comcast in order to obtain information of the existing utilities within or near Village limits. Kimley-Horn will coordinate with AT&T, Comcast, Hotwire, and FPL for the purposes of obtaining and reviewing their existing utility infrastructure records. Kimley-Horn will perform field reviews to confirm the existence of major utility elements as contained in the records.

##### *1.2 – Data Collection - Future Communications Systems*

Kimley-Horn will review and analyze options for the construction of a broadband communication system expansion for use by the Village and options for the installation of spare infrastructure that could be



used by competitor communication system providers. Kimley-Horn will attend up to two meetings with Village staff for coordination and review of the potential communication system improvements. Meeting time is included in Task 8. Kimley-Horn will prepare a brief technical memorandum outlining recommended options and order-of-magnitude conceptual opinion of cost for the competitor communications system provider infrastructure. A conceptual opinion of cost for the Village-owned closed circuit communications system will be developed and will be limited to conduit only. Kimley-Horn will attend up to one additional meeting with the Village to review the results of the analysis, included in Task 8.. The Village will render a decision regarding whether such improvements shall become part of the master plan.

### *1.3 – GIS Base Map Development—Existing Infrastructure*

Kimley-Horn will compile the data collected to create GIS base maps showing the approximate locations of existing major overhead infrastructure throughout the Village as well as planned infrastructure related to stormwater, sewer, and watermain replacement needs.

The base maps will depict the locations and timing of known proposed infrastructure improvements within the right-of-way by the Village, or others, for the purposes of incorporating this work into the Project Sequencing and Phasing Plan as well as Maintenance of Traffic Strategy.

## **Task 2 – Master Plan**

### *2.1 – Master Plan Design and Layout*

Kimley-Horn will hold design workshops with FPL, AT&T, and Comcast staff for the purposes of reviewing design requirements for the proposed underground infrastructure. Based on the existing infrastructure information obtained in previous tasks and information gathered in these workshops, Kimley-Horn will develop an overall conceptual phasing plan for the installation of significant infrastructure for ATT, FPL, and Comcast in GIS format. Detailed design elements, such as the location of individual transformers or the exact location of proposed conduit within a particular roadway will not be performed at this time. The master plan design will also contain proposed areas for street lighting replacement, and the broadband communications system, if applicable.

Kimley-Horn will review the information developed and collected in previous tasks regarding existing utilities, proposed known projects/programs (Village Capital Improvement Programs, Miami-Dade County WASD System Betterment, etc.) and make recommendations regarding limits of the proposed phases of construction that will be contained in the overall program. This task will be performed concurrently to Tasks 1.3 and 1.4 such that traffic impacts and the overall project duration and schedule are considered in the selection of the phase limits for the first half of the overall program. The proposed limits of each phase of the project will be incorporated onto a GIS map for presentation in the master plan document.

The information described above will be illustrated for the overall project on GIS maps for incorporation into the master plan. These maps will serve as a guide to design for future phases of the project. The following maps will be developed under this Task:



- Phasing and Sequencing Plans
- Street Lights (Those required to replace lights on FPL poles)
- Village-Owned Broadband Communications System (if approved by Village)

#### *2.2 – Engineer's Conceptual Opinion of Probable Construction Cost*

Kimley-Horn will develop a conceptual opinion of probable construction cost for each proposed phase of the project. Costs will be provided in net present value. An overall opinion of probable cost for the first half of the program based on the sum of the individual phase opinions of cost will be developed as a part of this task.

### **Task 3 – Project Schedule Development**

#### *3.1 – Schedule Development—Outside Projects*

Using the information gathered in previous tasks, Kimley-Horn will create an overall schedule of known non-undergrounding related construction projects in the right-of-way for coordination with the proposed undergrounding work.

#### *3.2 – Master Schedule Development*

Kimley-Horn will develop a master schedule for the overall program and a recommended year-by-year sequence of construction for each phase. The sequencing will consider the proposed timing of outside projects, potential cost implications, traffic impacts, desired undergrounding project duration, and financial pacing of the undergrounding program. The master schedule and year-by-year construction sequencing of each phase will be incorporated onto a GIS map for a graphical representation of the program schedule.

### **Task 4 – Assessment of Traffic Impacts**

Based on the proposed project phases and known right-of-way projects (by the Village and others), Kimley-Horn will assess the traffic impacts from construction for each phase of the program. A conceptual Transportation Management Plan (TMP) for each phase of the construction will be developed and incorporated into the master plan. Input from the public outreach process, Village staff input, and UUTF/Council input will be considered in the development of these plans. An overall TMP as well as general Traffic Control criteria for the program will also be developed. The TMP will follow industry standard guidelines, be schematic in nature, and will be displayed on a GIS map.

### **Task 5 – Project Delivery Methods**

Kimley-Horn will develop recommendations for Village consideration regarding project delivery methods and contractor procurement that consider factors such as phase complexity, cost, construction duration, private property impacts, and traffic impacts to determine if any of the various project delivery methods lend themselves well to the various phases of the program. Kimley-Horn will review each phase of the program to determine which delivery methods, or combinations thereof, may be

appropriate for that phase of construction. Kimley-Horn will attend up to one meeting with the Village, included in Task 8, to review the results of the analysis and prepare a brief memorandum summarizing the recommendations for each phase that can be included in the master plan document.

#### **Task 6 – Master Plan Document**

Kimley-Horn will develop a master plan document that will contain the results of the services contained in this master planning process. This document will both serve as a guide for the implementation of the program as well as document the process for record keeping purposes. We anticipate that the document will contain the following information:

- Presentation of Design Criteria to be used throughout the program
- Summary of the Data Collection Process
- Assembly of GIS Infrastructure Maps for both existing and proposed improvements
- Risk Assessment
- Broadband Infrastructure Recommendations
- Program Phasing and Sequencing Maps
- MOT Strategy
- Program Conceptual Opinions of Probable Construction Costs
- Program Opinion of Schedule
- Project Delivery Method recommendations

A draft of the master plan document will be provided for Village review and comment. We will respond to one round of staff comments on the document prior finalizing. Kimley-Horn will present the findings and recommendations of the master plan at a UUTF meeting and a Village Council meeting. Meeting time is included in Task 8. Comments received from the UUTF and Council will also be incorporated into the master plan. Up to five hard copies of the document will be provided to the Village upon incorporation of these comments.

#### **Task 7 – Public Outreach**

Kimley-Horn will provide public outreach services for the master planning phase. We will provide the following services:

- Develop, maintain and operate a standalone undergrounding website that links from the main Village website, and includes developing a Facebook Page, and Twitter Page with multiple alerts and ongoing e-blast communications with existing resident e-mail mailing list. Website will include a Frequently Asked Questions Page based on the information gathered at the Underground Utility Task Force (UUTF) meetings, the Town Council meetings, internal working group meeting, and public forums.
- Develop an email blast and database management solution to manage electronic communications.
- Develop two project brand concepts for the project.



- Assign a Public Information Officer to the project and distribute contact information throughout the Village. Our PIO will provide a cell phone number for 24/7 access to residents, business owners and other key stakeholders.
- Create one undergrounding 4x6 information postcard and one newsletter/fact sheet for periodic distribution to Village residents and throughout the Village at key locations. The same information can be used for the website and sent via email. The fact sheet will also be inserted into the Islander News for additional outreach/distribution.
- Create and manage a database of Village contacts including condo managers, community group leaders, association presidents and others that will serve as community contacts for information dissemination.
- Our PIO will serve as a Spokesman/Project Liaison for the team. They will serve as the primary point of contact for media to reach out to team members, Task Force or Village staff members. A postcard introducing the PIO to the community and the upcoming master planning process will be mailed to all affected residents and key stakeholders. The postcard will encourage residents to send PIO their contact information specifically geared towards developing an email database for email alerts at key milestones and biweekly alerts during construction. Based on staff/team member input, answers to media or resident questions will be provided by our PIO.
- Create an Underground Utilities PowerPoint presentation to reflect the Master Planning process and post the information on the website for self-guided information tours or community presentations.
- An effort will be made to reach out of town property owners and business whom might otherwise not be informed of this process. A Public Information Record will be prepared at the conclusion of this process to include all notifications, collaterals, inquiries, and stakeholder databases to document all outreach efforts and methods used to inform the Village residents of the project. Additionally, an Issues Log will be kept to track concerns raised by stakeholders.

It is understood that the Village will provide the design team with use of Village facilities for public gatherings as needed and available during the course of the project. As such, facility rental and operational costs are not included in this proposal. An allowance has been included in the budget for this task to cover the expenses related to informational materials, direct mailers, website hosting fees, newspaper ads, event fees, and other miscellaneous expenses associated with this task.

#### **Task 8 – Meetings (Master Planning Phase)**

Kimley-Horn and our subconsultant team members, as appropriate, will attend scheduled project meetings as described below during the master planning phase of the project:

- Project team meetings (up to 10 meetings)
- Franchise utility coordination meetings (monthly, up to 6 meetings)
- Underground Utility Task Force Meetings (monthly, up to 6 meetings)
- Village Council Meetings (includes 1 meeting for Master Plan presentation)
- Village point-of-contact meetings and other general meetings with Village staff (monthly, up to 6 meetings)
- Stakeholder meetings (County, AmeriGas, Community, etc.) (up to 4 meetings)

- Coordination meetings/conference calls with Village staff to determine communications outreach strategies and approvals (bi-weekly, up to 15 meetings)

### **Additional Services**

Any services not specifically provided for in the above scope or listed below, as well as any changes in the scope requested by the Village, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

- As an optional service, the use of the Village of Key Biscayne Radio (1640AM) can be evaluated.
- As an optional service, PIO can host pop-up Public events along the Village in areas of high traffic or at special events to explain the project, answer questions and gather additional contact information from residents at the areas where they commonly shop and/or gather.

### **Information and Services Provided by the Village**

Information requested shall be provided to Kimley-Horn in a timely manner, including, but not limited to:

- Record Information, CIP information, Infrastructure and Gas main replacement program information as may be available, and GIS Data as described in the Scope of Services
- Access to Village facilities for public meetings and public gatherings as needed
- Access to the Project Areas

### **Schedule**

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin in December 2017 and will be completed with the adoption of the master plan at the July 10, 2018 Village Council meeting.

### **Fee and Billing**

Kimley-Horn will perform the services in Tasks 1 through 6 for the total lump sum fees listed below. Individual task amounts are informational only. A breakdown of these fees is attached to this proposal. All permitting, application, and similar project fees will be paid directly by the Village. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Kimley-Horn will perform the services in Tasks 7 and 8 on a labor fee plus expense basis with the maximum labor and expense fees shown below. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Village. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Task 1 – Data Collection and GIS Base Mapping	\$ 67,358
Task 2 – Conceptual Design and Master Plan	\$ 98,088
Task 3 – Project Sequencing and Phasing	\$ 27,600



Task 4 – Assessment of Traffic Impacts	\$ 37,233
Task 5 – Project Delivery Methods	\$ 16,212
Task 6 – Master Plan Document	<u>\$ 47,525</u>
Sub Total	\$294,016
Task 7 – Public Outreach	\$118,727
Task 8 – Meetings (Master Planning Phase)	\$78,693

### Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Master Professional Services Agreement between the Village of Key Biscayne and Kimley-Horn and Associates, Inc., dated December 12, 2017, which are incorporated by reference. As used in the Agreement, the term "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and the term "Village" shall refer to The Village of Key Biscayne.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 404-7240 or [josh.horning@kimley-horn.com](mailto:josh.horning@kimley-horn.com) should you have any questions.





EXHIBIT B

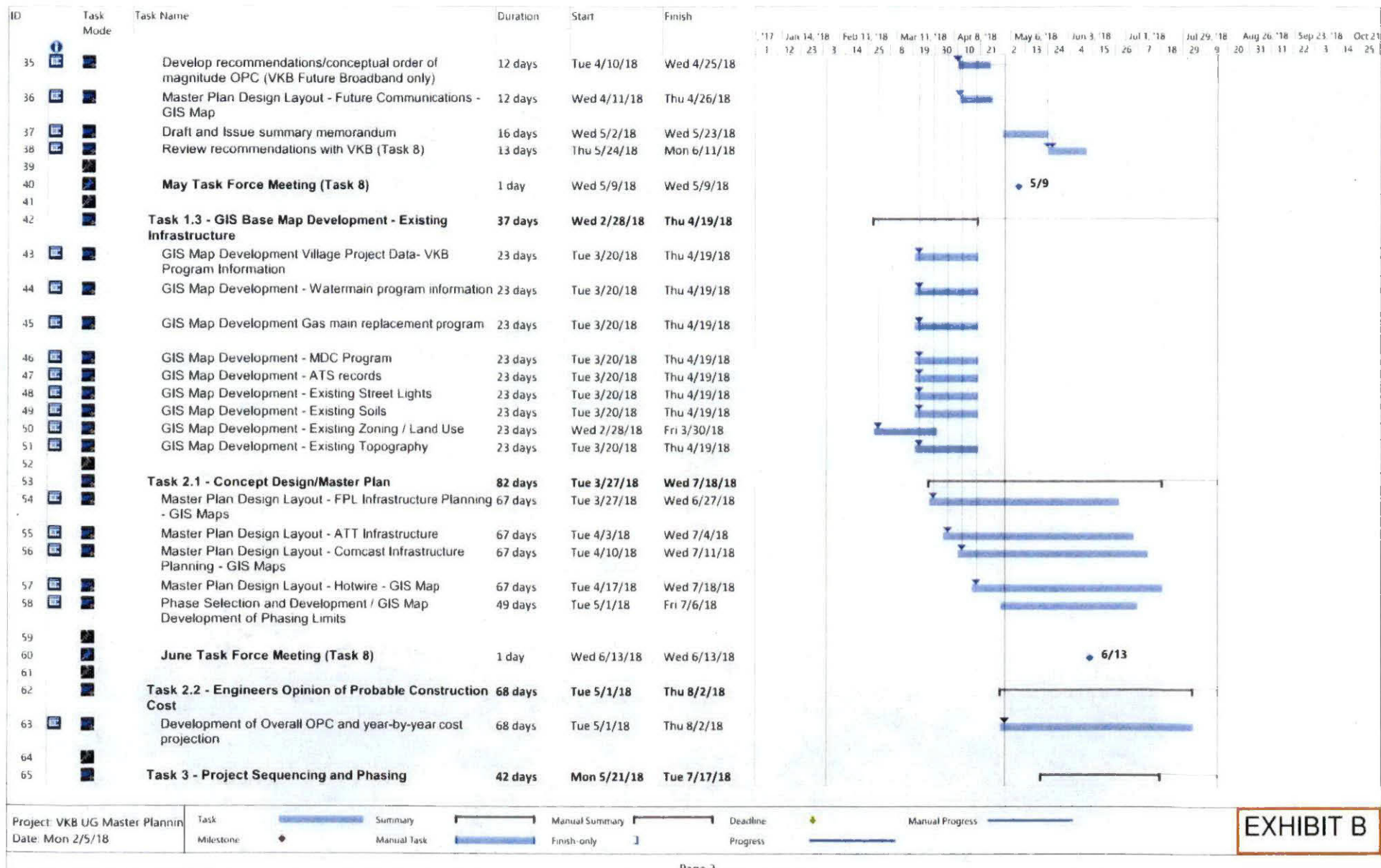


EXHIBIT B

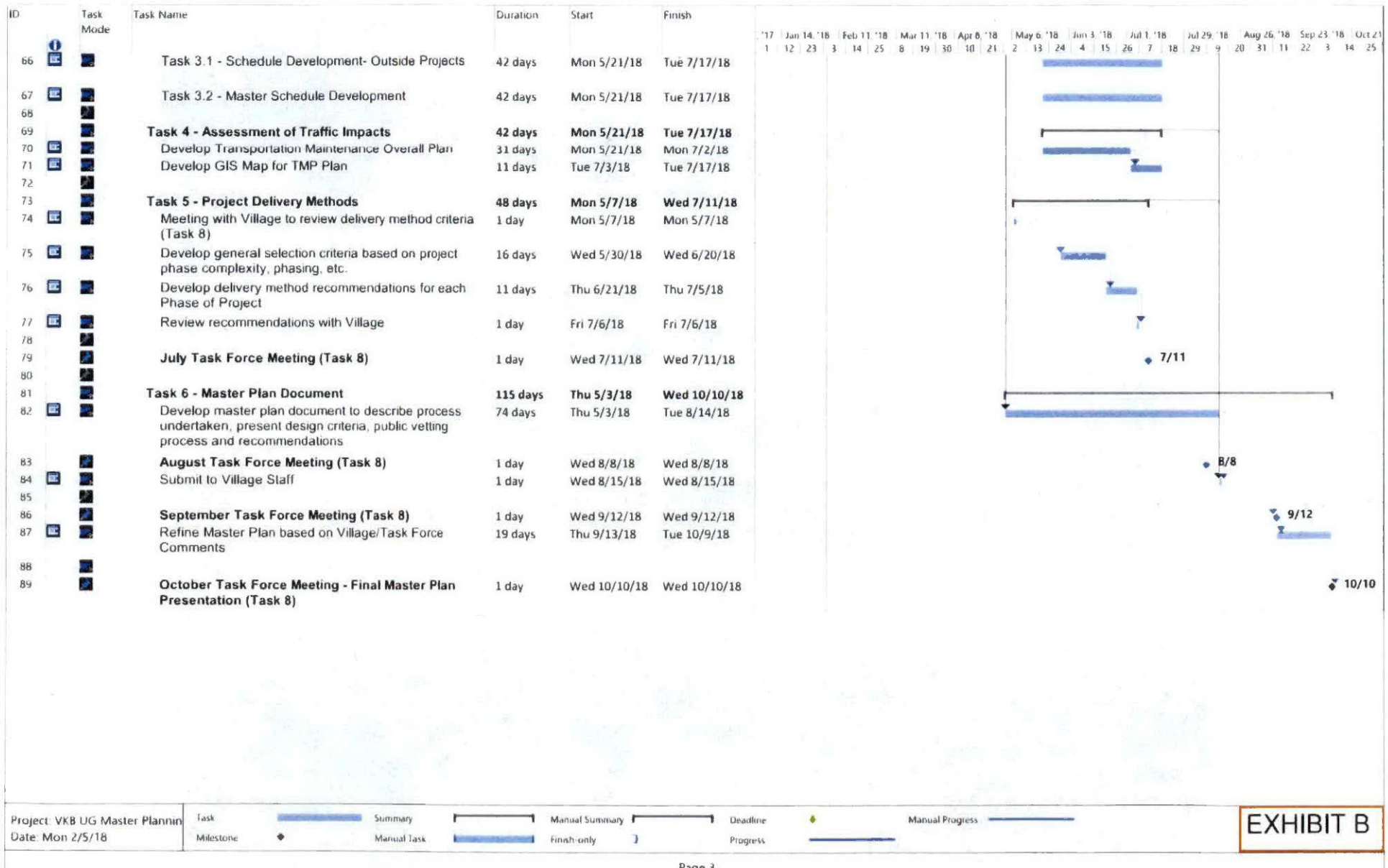


EXHIBIT B